



## Town of Nantucket

### INVITATION FOR BIDS AIR TRAVEL

The Town of Nantucket, through its Board of Selectmen, invites qualified bidders to submit bids for air travel between Nantucket and Hyannis.

#### I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS.

1. Bids will be accepted at the Town of Nantucket, Selectmen's Office, 16 Broad Street, Nantucket, MA 02554, until 3:00 PM, May 3, 2004. Two copies of the bid are required.

The bid envelope must be sealed and clearly marked: *Bid for air travel*.

2. The bid opening will be 3:00 PM, May 3, 2004.
3. Award date. Award will be made within sixty (60) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
4. If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having requested the IFB.
5. Questions concerning this IFB, must be submitted in writing to: Colleen Donnelly, Board of Selectmen, 16 Broad Street, Nantucket, MA 02554 before 12:00 PM, April 26, 2004. Questions may be delivered, mailed, emailed ([cdonnelly@town.nantucket.net](mailto:cdonnelly@town.nantucket.net)) or faxed. Written responses will be mailed, emailed, or faxed to all bidders on record as having requested the IFB.
6. Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Nantucket prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_" and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Nantucket or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.



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7. The Town of Nantucket reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
8. The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Nantucket.
9. Responders must be willing to enter into the Town of Nantucket's standard form of contract that will include the scope of services description of this IFB.
10. The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
11. Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
12. Any bids received after the advertised date and time for opening will be returned to the responder unopened.
13. Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
14. The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid must be signed by the authorized individual(s).
15. Unexpected closures. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 3:00 PM on the next normal business day. Bids will be accepted until that date and time.
16. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
17. Bidders should be aware that many overnight mailing services do not guarantee service to Nantucket.



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### II. SCOPE OF SERVICES.

Provide air travel between Nantucket Island and Hyannis, MA, for Town of Nantucket employees and County of Nantucket employees traveling for municipal purposes. Flight service on a daily as well as hourly basis (from 7:00 AM to 7:00 PM) must be available.

Term of service: July 1, 2004 to June 30, 2007.

Estimated number of one-way tickets that may be purchased under this contract: 2,400 per contract year.

Bidder shall enable individual Town and County departments and/or political entities to establish charge accounts for the purpose of purchasing tickets, and shall separately invoice said departments and/or political entities for payment.

The Town agrees to purchase tickets in the form of commuter books.

#### Participating Departments and Political Subdivisions:

- Board of Selectmen
- Building Department
- Council on Aging
- Finance Department (Includes Assessor, Collector/Treasurer & Director Departments)
- Fire Department
- Health Department
- Historic District Commission
- Human Services
- Marine & Coastal Resources
- Nantucket Public Schools
- Nantucket Regional Transit Authority (NRTA)
- Our Island Home
- Park & Recreation Commission
- Planning Commission (NP&EDC)
- Planning Board
- Police Department
- Public Works/WWTP
- Sheriff's Department (County)
- Town Clerk
- Visitor Services
- Wannacomet Water Company
- Zoning Enforcement



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### **III. QUALITY REQUIREMENT.**

1. Bidders must provide all of the items described in Section II. and comply with all of the bid submission requirements listed in Section I.
2. Bidder must have been in the business of providing daily commercial air travel between Nantucket and Hyannis for a minimum of five (5) years.
3. Bidder must provide hourly round trip flights between Hyannis and Nantucket on a daily basis.

### **IV. REFERENCES.**

Bidders must provide a list of three (3) business customers for whom bidder provided commercial flight service in the past three years. Reference information must include Company/Government Name, Contact Person, Phone Number, Fax Number and date of purchases.

Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to customer service and general customer satisfaction.

### **V. RULE FOR AWARD.**

One contract will be awarded to the responsive and responsible bidder offering the total lowest price per one-way ticket (excluding Federal Tax and FAA Segment Fee) for all three years, considering the estimated number of tickets to be purchased on a yearly basis and the present value of the yearly bids as calculated using an interest rate of 5%.

### **VI. BASIS OF COMPENSATION.**

Fixed price contract for three (3) years.



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BID RESPONSE FORM  
AIR TRAVEL

The undersigned proposes to in the Town of Nantucket the contract price indicated below for the specifications contained herein.

Contract Year	Price for Each One-Way Ticket*
Year 1: (July 1, 2004 – June 30, 2005)	\$
Year 2: (July 1, 2005 – June 30, 2006)	\$
Year 3: (July 1, 2006 – June 30, 2007)	\$

\*Price indicated excludes Federal Tax Segment and FFA Segment Fee

Year 1 Price in Words: \_\_\_\_\_

Year 2 Price in Words: \_\_\_\_\_

Year 3 Price in Words: \_\_\_\_\_

\_\_\_\_\_  
Name of bidder Telephone Number

\_\_\_\_\_  
FEIN or SSN:

\_\_\_\_\_  
Address, City, State and Zip Code

\_\_\_\_\_  
Bidder's signature: Date

\_\_\_\_\_  
Printed Name and Title

**NOTE:** *If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.*



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### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Signature of person signing bid or proposal

Date

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Please Print Name

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Name of Business



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### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Federal Employer ID Number

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Name of Corporation

---

President's Signature

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Date

---

Please Print Name



## Town of Nantucket

### **AGREEMENT BETWEEN THE TOWN OF NANTUCKET, MASSACHUSETTS AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT made effective \_\_\_\_\_, 2004, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administrator, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **xxxxxxxxxx** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

#### **RECITALS:**

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

#### **ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its



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personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.

- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and the copyright thereto shall be the property of the TOWN. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B,



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with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.

- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

### ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the TOWN shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the TOWN but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

### ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of



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Massachusetts, insurance as set forth below.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

### ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the



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term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF NANTUCKET, MASSACHUSETTS:

CONTRACTOR:

\_\_\_\_\_  
C. Elizabeth Gibson  
Town Administrator

\_\_\_\_\_  
Name  
President

\_\_\_\_\_  
Funding Org/Obj:

\_\_\_\_\_  
FEIN:

Approved as to Funds Available:

\_\_\_\_\_  
Constance Voges, Finance Director



**Town of Nantucket**

**EXHIBIT A**

**CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:**
2. **State of Incorporation:**
3. **Principal Office Address:**
4. **Description of Services (§2.1):**
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6. **Term of Agreement (§3.1):** July 1, 2004 to June 30, 2007
7. **Completion Date (§3.2):**
8. **Additional Insurance Coverage (§6.2(e)):**



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**EXHIBIT B**

**PAYMENTS**

- a. **Maximum Project Amount:**
  
  
  
  
  
  
  
  
  
  
- b. **Payment Increments:**
  
  
  
  
  
  
  
  
  
  
- c. **Reimbursable Expenses** (if any): None.



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### BIDDER'S CHECKLIST

Required for bid submittals:

- ☐ Bid response form
- ☐ Non-collusion form
- ☐ Tax compliance certificate
- ☐ Reference list
- ☐ Signature page from Town of Nantucket contract agreement